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6 Attorneys for Defendant  
Caliber Home Loans, Inc.  
7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 GREGORY NOTO,

12 Plaintiff,

13 v.

14 JP MORGAN CHASE BANK, N.A.;  
CALIBER HOME LOANS, DOES 1-100  
15 INCLUSIVE,

16 Defendants.  
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28

Case No.

NOTICE OF REMOVAL

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1331, 1441 and 1446, Defendant  
3 CALIBER HOME LOANS, INC. (“Caliber”), hereby removes to this Court the state court action  
4 (“State Court Action”) described below.

5 1. On or about October 26, 2015, an action was commenced in the Superior Court of  
6 the State of California in and for the County of San Francisco, entitled Gregory Noto v. JP Morgan  
7 Chase Bank, N.A., et al, as case number CGC-15-548620 (the “Complaint”). A copy of the  
8 Complaint, Summons and all process and pleadings received by Caliber are attached as  
9 Exhibit “A”.

10 2. Defendant Caliber was first served with a copy of the Complaint on December 18,  
11 2015.

12 3. Federal Question Jurisdiction. This Court has federal question jurisdiction over the  
13 State Court Action. 28 U.S.C. § 1331 (“The district courts shall have original jurisdiction of all  
14 civil actions arising under the Constitution, laws, or treaties of the United States”). Plaintiff alleges  
15 that Caliber violated portions of 12 CFR 1024.41, which prohibits certain foreclosure actions at  
16 certain times in connection with loss mitigation applications by borrowers (Complaint, ¶¶ 29-31),  
17 and Plaintiff seeks “all statutory remedies.” Complaint, ¶ 31. 12 CFR 1024.41 is a part of the  
18 “Mortgage Servicing Rules under the Real Estate Settlement Procedures Act” (“Regulation X”).  
19 Regulation X implements The Real Estate Settlement Procedures Act of 1974, which is codified at  
20 Title 12, Chapter 27 of the United States Code, 12 U.S.C. §§ 2601–2617. Because Plaintiff’s  
21 claims arise under the laws of the United States, this Court has original jurisdiction over the action.

22 4. Plaintiff’s remaining state law claims arise from a common nucleus of operative  
23 facts and are so related they form part of the same case or controversy. Pursuant to 28 U.S.C. §  
24 1367(a), Plaintiff’s state claims are within this Court’s pendent jurisdiction. *See United Mine*  
25 *Workers v. Gibbs*, 383 U.S. 715, 725 (1966) (claims arise from the same case or controversy if they  
26 arise from “a common nucleus of operative facts”).

27 5. Accordingly, this action is removable pursuant to 28 U.S.C. § 1441(a).  
28

6. Consent of Defendants. Caliber is informed and believes that defendant JP Morgan Chase Bank, N.A. has not been served with process. To the best of Caliber's information and belief, no fictitiously designated defendant has been served with process.

7. Intradistrict Assignment. Pursuant to 28 U.S.C. § 1441(a), assignment to the United States District Court for the Northern District of California is proper because plaintiff filed the action being removed in the Superior Court of California, County of San Francisco.

8. Attachment of Pleadings. As required by 28 U.S.C. § 1446(a), true and correct copies of all process, pleadings, and orders served upon Caliber are being filed herewith. A true and correct copy of the state court's docket is attached hereto as Exhibit "B".

9. Notice to State Court/Plaintiff. Pursuant to 28 U.S.C. § 1446(d), defendant will promptly serve on plaintiff and file with the Superior Court a "Notice to Adverse Party of Removal to Federal Court." Pursuant to Federal Rule' of Civil Procedure 5( d), defendant will also file with this Court a "Certificate of Service of Notice to Adverse Party of Removal to Federal Court."

WHEREFORE, Defendant Caliber requests that this Court consider this Notice of Removal as provided by law governing the removal of cases to this Court, that this Court take such steps as are necessary to achieve the removal of this matter to this Court from the San Francisco Superior Court, and that this Court will make such other orders as may be appropriate to effect the preparation and filing of a true record in this cause of all proceedings that may have been had in the state court action.

Dated: January 15, 2016

Respectfully submitted,

RUSS M. FUKANO  
KENNETH J. MACARTHUR  
TROYGOULD PC

By: /s/ Kenneth J. MacArthur  
Kenneth J. MacArthur  
Attorneys for Defendant Caliber Home Loans, Inc.

# **Exhibit A**

COPY

SUM-100

**SUMMONS BY FAX**  
(CITACION JUDICIAL)FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:**  
(AVISO AL DEMANDADO):JP MORGAN CHASE BANK, N.A.; CALIBER HOME LOANS,  
DOES 1-100 INCLUSIVE**YOU ARE BEING SUED BY PLAINTIFF:**  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

GREGORY NOTO

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco County Superior Court  
400 McAllister Street, San Francisco, CA 94102CASE NUMBER:  
(Número del Caso):

CJC-15-548620

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Michael Yesk, 70 Doray Drive, Suite 16, Pleasant Hill, CA 94523; (925) 849-5525DATE: OCT 26 2015  
(Fecha)

CLERK OF THE COURT

Clerk, by  
(Secretario)

ARLENE RAMOS

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): CALIBER HOME LOANS

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.80 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

**COPY**

Michael Yesk (SB#130056)  
Yesk Law  
70 Doray Drive, Suite 16  
Pleasant Hill, CA 94523  
925-849-5525  
[yesklaw@gmail.com](mailto:yesklaw@gmail.com)  
Attorney for Plaintiff

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco

OCT 26 2015

CLERK OF THE COURT  
BY ARLENE RAMOS  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

GREGORY NOTO,

Plaintiff,

v.

JP MORGAN CHASE BANK, N.A.;  
CALIBER HOME LOANS, DOES 1-100  
INCLUSIVE

Defendants.

Case No.:

COMPLAINT

GGC - 15-548620

1. Dual Tracking
2. Violation of Cal. Civ. Code § 17200

Jury Trial Demanded

**I. INTRODUCTION**

1. Plaintiff GREGORY NOTO sues JP MORGAN CHASE BANK, N.A. ("CHASE") and CALIBER HOME LOANS ("CALIBER") for dual tracking and violation of California Business & Professions Code § 17200.

2. In bringing this suit, Plaintiff seeks damages and an injunction against all Defendants on all foreclosure activity related to the property located at 130 Ripley Street, San Francisco, California 94110, APN No. 5549-109 ("Property").

COMPLAINT

BY FAX

1 **II. PARTIES AND JURISDICTION**

2 3. Plaintiff resides, and is domiciled, in California. At all material times, Plaintiff  
3 was and remains owner of the Property of this action.

4 4. Plaintiff alleges and believes that JP MORGAN CHASE BANK, N.A.  
5 ("CHASE") is a nationally chartered bank, with its headquarters in New York City, New York,  
6 doing business in San Francisco, California.

7 5. Plaintiff alleges and believes that CALIBER HOME LOANS, INC.  
8 ("CALIBER") is a lender and mortgage servicer headquartered in Texas and doing business in  
9 the state of California.

10 6. This Court has jurisdiction over this action, as the Property which is the subject of  
11 this action is situated in San Francisco County, California, and the acts complained of all  
12 occurred in California.  
13  
14

15 **III. FACTUAL BACKGROUND**

16 7. On August 3, 2007, Todd J. Paglia and Shannon Wright, a married couple, grant  
17 deeded the Property to Plaintiff and Sprinza Katz, as joint tenants. The Grant Deed is attached to  
18 the Complaint as Exhibit A.  
19

20 8. Plaintiff has a Deed of Trust ("DOT") on the Property with CHASE, securing a  
21 loan of \$975,000.

22 9. On June 18, 2010, CHASE's agent Quality Loan Service Corporation ("Quality")  
23 recorded a Notice of Trustee Sale ("First NOTS"). This information is included in a  
24 PropertyRadar report that Plaintiff had conducted on July 1, 2015. The PropertyRadar report is  
25 attached to the Complaint as Exhibit B.  
26

1           10.     In August of 2010, Plaintiff applied for a loan modification with CHASE.  
2 CHASE finally approved Plaintiff for a 6-month trial loan modification on March 8, 2011. After  
3 the 6 months passed, CHASE did not renew the loan modification. The letter of approval from  
4 CHASE is attached to the Complaint as Exhibit C.

5           11.     Plaintiff applied for a loan modification with CHASE again in June of 2011,  
6 September of 2012, and October of 2014. However, he was unable to get another loan  
7 modification approved.

8           12.     On March 13, 2012, Quality recorded a Notice of Default and Election to Sell  
9 Under Deed of Trust ("DOT") on behalf of CHASE. The NOD is attached to the Complaint as  
10 Exhibit D.

11           13.     On September 26, 2012, Quality recorded another Notice of Trustee Sale  
12 ("Second NOTS") on behalf of CHASE. The date of the Second NOTS is included in Plaintiff's  
13 PropertyRadar report. See Exh. B.

14           14.     On March 13, 2013, Quality recorded another Notice of Trustee Sale ("Third  
15 NOTS") on behalf of CHASE. The date of the Third NOTS is included in Plaintiff's  
16 PropertyRadar report. See Exh. B.

17           15.     On January 21, 2014, Quality recorded another Notice of Trustee Sale ("Fourth  
18 NOTS") on behalf of CHASE.

19           16.     On September 16, 2014, CHASE sent Plaintiff a letter, informing him that his  
20 loan servicing would be transferring from CHASE to CALIBER, effective October 1, 2014.  
21 However, CHASE still remains the Beneficiary under the DOT. The loan servicing transfer letter  
22 is attached to the Complaint as Exhibit E.  
23  
24  
25  
26



1           17.     On January 14, 2015, Quality recorded a Notice of Trustee Sale ("Fifth NOTS"),  
2     setting a sale date of March 10, 2015. This sale would eventually be postponed. The Fifth NOTS  
3     is attached to the Complaint as Exhibit F.

4           18.     On February 26, 2015, CALIBER sent Plaintiff a letter rejecting his most recent  
5     application for a loan modification. CALIBER's rationale for the rejection was that there were  
6     less than 15 days until the March 10, 2015 trustee sale. This letter is attached to the Complaint as  
7     Exhibit G.

8           19.     On March 6, 2015, Plaintiff filed a petition for Chapter 13 bankruptcy  
9     proceedings in order to prevent the sale of his Property. Plaintiff's Chapter 13 bankruptcy filing  
10    is attached to the Complaint as Exhibit H.

11           20.     On March 9, 2015, CALIBER sent notice to Plaintiff and Sprinza Katz that the  
12    sale had been postponed until April 7, 2015. This notice is attached to the Complaint as Exhibit I.

13           21.     On May 11, 2015, the Northern District Bankruptcy Court rejected Plaintiff's  
14    Chapter 13 bankruptcy petition. Plaintiff filed a new petition for Chapter 13 bankruptcy on June  
15    28, 2015.  
16    28, 2015.

17           22.     On June 10, 2015, CALIBER sent a letter to Plaintiff and Sprinza Katz informing  
18    them that the trustee sale had been postponed until June 30, 2015. This letter is attached to the  
19    Complaint as Exhibit J.  
20    Complaint as Exhibit J.

21           23.     On June 1, 2015, CALIBER gave Plaintiff instructions on how to submit a loan  
22    modification application with them. CALIBER requested a hardship letter, a completed  
23    Borrower Monthly Expense Form, and any relevant income documents. Plaintiff submitted all of  
24    these documents to CALIBER on September 21, 2015. Plaintiff alleges and believes that his loan  
25    these documents to CALIBER on September 21, 2015. Plaintiff alleges and believes that his loan  
26    these documents to CALIBER on September 21, 2015. Plaintiff alleges and believes that his loan

1 was under review by CALIBER from this time until it was rejected on October 15, 2015. The  
2 letter with instructions from CALIBER is attached to the Complaint as Exhibit K.

3 24. On September 15, 2015, CALIBER sent a notice on behalf of CHASE postponing  
4 the upcoming trustee sale. This notice scheduled a new trustee sale date, which it set for October  
5 27, 2015. This means CALIBER was planning to go forward with a foreclosure sale at the same  
6 time that it was reviewing Plaintiff's loan modification application. This is considered dual  
7 tracking under California law. The notice of postponement is attached to the Complaint as  
8 Exhibit L.  
9

10  
11 IV. CAUSES OF ACTION

12 COUNT I: DUAL TRACKING

13 25. Plaintiff incorporates herein by reference the allegations made in paragraphs 1  
14 through 24, inclusive, as though fully set forth herein.

15 26. Plaintiff alleges that Defendants had no intention of granting his 2015 loan  
16 modification when they were reviewing it. This is clear because they simultaneously set a sale  
17 date for October 27, 2015. This practice is known as dual tracking.  
18

19 27. Dual tracking is setting a trustee sale or in any way initiating foreclosure  
20 proceedings while simultaneously reviewing a loan modification application.

21 28. In 2013, the California Homeowner Bill of Rights made this kind of bad faith  
22 practice illegal in order to protect homeowners from lenders and financial institutions who would  
23 pretend to help them stave off foreclosure while actually seeking to kick homeowners out of their  
24 properties. *See* Cal. Civ. Code § 2923.5  
25  
26

1           29.     In that very same year, the Consumer Financial Protection Bureau (“CFPB”)  
2     made amendments to the Real Estate Settlement Procedures Act of 1974 (“RESPA”), with the  
3     intention of making the law stricter on dual tracking. RESPA specifically prohibits Defendants  
4     from initiating foreclosure proceedings while considering a loan modification application as long  
5     as the borrower has submitted their application more than 37 days before the foreclosure sale.  
6     *See* 12 C.F.R. §1024.41(f)(1)(i)-(iii).

7           30.     Under both statutes, Defendants are clearly guilty of dual tracking. Plaintiff  
8     submitted his most recent loan modification in or around June of 2015. The loan modification  
9     was eventually denied on October 15, 2015. By Defendant CALIBER’s own admission, they  
10    take at least 30 days to review a loan modification and make a determination. Because Plaintiff’s  
11    application was rejected in mid-October of 2015, CALIBER would have been reviewing the loan  
12    modification at least as far back as September 15, 2015 and likely further.

13           31.     It was on September 15, 2015 that CALIBER engaged in foreclosure-related  
14    action by setting a trustee sale date for October 27, 2015. This is a quintessential dual tracking  
15    violation and the very kind of bad faith behavior that CHBOR and RESPA are intended to  
16    curtail. CALIBER was acting at the behest of Defendant CHASE, the party who would directly  
17    benefit from foreclosure on the Property. Neither Defendant wished to help Plaintiff obtain relief  
18    because they were already setting a new date to foreclose upon his Property.

19           32.     Because Defendants have engaged in dual tracking, Plaintiff asks that the Court  
20    enjoin them from foreclosing on the Property and grant Plaintiff any and all statutory remedies,  
21    including the \$50,000 statutory penalty imposed by Cal. Civ. Code § 2923.5.  
22  
23  
24  
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**COUNT II: VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

33. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 32, inclusive, as though fully set forth herein.

34. Cal. Bus. & Prof. Code § 17200, also known as the Unfair Competition Law (“UCL”), regards violations of other laws as unlawful acts. *See Durell v. Sharp Healthcare*, 183 Cal.App.4th 1350, 1361 (2010); *see also Chabner v. United Omaha Life Ins. Co.*, 225 F.3d 1042 (9th Cir. 2000).

35. There are three separate kinds of cause of action that can be brought under Cal. Bus. & Prof. Code § 17200: (1) unlawful practices; (2) unfair practices, and; (3) fraudulent practices.

36. In order to plead an unlawful practice, Plaintiff need only show a violation of some substantive cause of action, “be it civil or criminal, federal, state, or municipal, statutory, regulation, or court-made.” *Saunders v. Sup. Ct.*, 27 Cal.App.4th 832, 838-839 (1994). In other words, the unlawful practice claim must be tethered to a statute or piece of case law.

37. Here Plaintiff alleges that Defendants have engaged in the illegal practice of dual tracking because they have planned to foreclose on Plaintiff at the same time that they were reviewing him for a loan modification.

38. In order to plead unfair practices under Cal. Bus. & Prof. Code § 17200, Plaintiff must allege conduct that “offends an established public policy” or a practice that is “substantially injurious to consumers.” *S. Bay Chevrolet v. Gen. Motors Acceptance Corp.*, 72 Cal.App.4th 861, 886-87 (1999); *see also Scripps Clinic v. Super. Ct.*, 108 Cal. App. 4th 917, 940 (2003).

39. There can be no question that the act of dual tracking offends a public policy. This is self-evident from the fact that two statutes have sought to impose stricter regulations on the

1 illegal practice in just the past three years. In the wake of the recent mortgage crisis, our  
2 government has a compelling interest in protecting homeowners from deceptive and predatory  
3 practices.

4 40. Plaintiff has been substantially injured by the unlawful and unfair practice of  
5 Defendants because it has brought him to the brink of losing his home. As a result, Plaintiff has  
6 suffered damages to the marketability of his Property and emotional distress in amounts that will  
7 be proved at trial. Moreover, Plaintiff has been forced to hire an attorney in order to defend his  
8 property rights.  
9


10 41. Because Defendants have committed an unlawful and unfair practice and because  
11 Plaintiff has been substantially injured as a result of Defendants' conduct, Plaintiff requests that  
12 the Court grant him damages in an amount to be proved at trial.  
13

14 **V. CONCLUSION**

15 42. Based on the foregoing, Plaintiff respectfully requests that the Court find in favor  
16 of Plaintiff on all causes of action.  
17

18  
19  
20 DATED: October 26, 2015

Respectfully submitted,

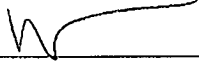
21  
22  
23   
24 \_\_\_\_\_  
25 Michael Yesk, Esq.  
26 Attorneys for Plaintiff

1 VERIFICATION

2 I, Michael Yesk, am the attorney for the Plaintiffs in the above-entitled action. The  
3 Plaintiffs' are absent from the county where I have my offices and are unable to verify the  
4 Complaint. For that reason, I am making this Verification for and on behalf of that party. I am  
5 informed and believe and on that basis allege that the matters stated in said document are true  
6 and correct.

7 I declare under penalty of perjury that the foregoing is true and correct and that this declaration  
8 was executed at Pleasant Hill, California.

9  
10 DATED: October 26, 2015

11   
12 \_\_\_\_\_  
13 Michael Yesk, Esq.  
14  
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VERIFICATION

Exhibit A

Chicago Title Company  
 Escrow No.: 07-35006885-MC  
 Locate No.: CACT17738-7738-2350-0035006885  
 Title No.: 07-35006885-MC

When Recorded Mail Document  
 and Tax Statement To:  
 Mr. and Mrs. Gregory Noto  
 130 Ripley Street  
 San Francisco, CA 94102

San Francisco Assessor-Recorder  
 Phil Ting, Assessor-Recorder  
 DOC- 2007-1431451-00  
 Acct 1-CHICAGO Title Company  
 Friday, AUG 03, 2007 08:00:00  
 Ttl Pd \$9,027.50 Nbr-0003283326  
 REEL J447 IMAGE 0109  
 oed/ER/1-2

CTC#35006885-MC

APN: Lot 109, Block 5549

SPACE ABOVE THIS LINE FOR RECORDER'S USE

130 Ripley Street

### GRANT DEED

The undersigned grantor(s) declare(s)  
 Documentary transfer tax is \$9,007.50

- [ ] computed on full value of property conveyed, or  
 [ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
 [ ] Unincorporated Area City of San Francisco,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Todd J. Paglia and Shannon Wright, husband and wife as community property with right of survivorship

hereby GRANT(S) to Gregory Noto and Esprinza Katz, husband and wife an unmarried man and Sprinza Katz an unmarried woman, as joint tenants the following described real property in the City of San Francisco, County of San Francisco, State of California: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: July 27, 2007  
 STATE OF CALIFORNIA )  
 COUNTY OF Washington )  
 ON 31 July 2007 before me,  
 JAN WILLIS, Notary Public  
 (here insert name and title of the officer), personally  
 appeared Todd J. Paglia  
 Shannon Wright

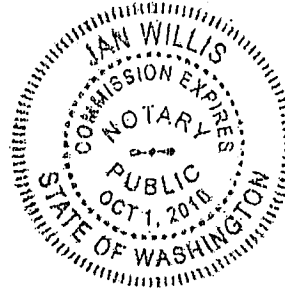
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature JAN WILLIS (Seal)

Todd J. Paglia

Shannon Wright



MAIL TAX STATEMENTS AS DIRECTED ABOVE



EXHIBIT B



# Property Profile

130 RIPLEY ST, SAN FRANCISCO, CA 94110

## Property Details

Type	SFR	Use Code	RSFR	County	SAN FRANCISCO
Year Built	1989	Zoning	RH-2	APN	5549-109
Beds	2	Units	1	Radar ID	P13D7377
Baths	2	Rooms	6	Subdivision	PRECITA VLY LANDS
Sq Ft	2,420	Garage	No	Census	252002
Lot Sq Ft	1,542	Pool	No	Tract	0
Lot Acres	0.0	Fireplace	No	Lot	109
Stories	3	HVAC	No		
Legal					

## Tax Assessment

Total Value	\$1,286,068	Year Assessed	2014
Land Value	\$900,810	Annual Taxes	\$17,941
Improvements	\$386,058	Est. Tax Rate	1.4%
Owner Exempt	No	Tax Rate Area	1000

## Market Value and Rent

Estimated Value	\$1,566,806	\$647/sf	as of 5/29/2015	55% confidence
Comp. Sales	\$2,222,422	\$918/sf	as of Today	\$560k - \$2,500k
Comp. Listings	\$1,937,934	\$801/sf	as of Today	\$780k - \$1,995k
Comp. Rent	\$7,630	\$3.15/sf	as of Today	\$2,650 - \$13,500
HUD FM Rent	\$2,263	\$0.94/sf		

## Transaction History (Current Owner)

Type	#	Date	Doc#	Party	Name	Amount
- Assignment		4/9/2010	I949384	Grantor Grantee	GREGORY NOTO CHASE HOME FINANCE LI	\$900,750
- NTS		6/18/2010	I984837	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$967,645
- NOD		3/13/2012	J372266	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$44,278
- NOD		6/7/2012	J427052	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$80,185
- NTS		9/26/2012	J510623	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$1,115,897
- NTS		3/13/2013	J618233	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$1,143,985
- NTS		1/21/2014	J826632	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$1,176,517
- Assignment		10/27/2014	J965756	Grantor Grantee	GREGORY NOTO LSF9 MASTER TRUST (CT)	\$900,750
- NTS		3/31/2015	K005070	Borrower Trustee	GREGORY NOTO QUALITY LOAN SERVICE C	\$1,224,360
Loan	2	8/3/2007	I431453	Borrower Lender	NOTO, GREGORY JP MORGAN CHASE BANK	\$180,150



## Status

Est. Value	\$1,566,806		Listed for Sale	Yes
Loan Balance	\$1,080,900	69%	In Foreclosure Auction	
Equity	\$485,906	31%	Owner Occupied	Yes

## Ownership & Mailing Address

Transfer Date	8/3/2007	NOTO, GREGORY
Purchase Amt	\$1,201,000	130 RIPLEY ST
Down Payment	\$120,100	SAN FRANCISCO, CA 94110
Transfer Type	Market	

## Listing Details

Listing Type	Trustee Sale	Listed Price	\$1,241,396
Listing Date	6/13/2013	Days on Market	748
Status	Active	Listing ID	1347973
Listed By			

## Foreclosure Details

Stage	Auction	TS #	CA-11-467386-RM
Sale Date	7/28/2015	Sale Time	9:00 AM
Sale Place	400 VAN NESS AVE, SAN FRANCISCO		
Postponed For	Unknown		
Prior Sale Date	6/30/2015	Orig Sale Date	3/10/2015
Published Bid	\$1,224,360		
Opening Bid	\$1,241,396		
Winning Bid			

## LOAN

Recorded On	8/3/2007	Doc #	I431452
Amount	\$900,750	Position	1

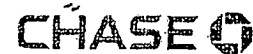
## NOTICE

Recorded On	1/14/2015	Doc #	K005070
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Trustee	QUALITY LOAN SERVICE CORP	Lender	JP MORGAN CHASE BK
	800-280-2832		

Exhibit C

Chase Home Finance LLC  
800 State Hwy 121 Bypass  
2nd Floor, TX1-2495  
Lewisville, TX 75067-3884  
(888) 310-7951, Alternative Products  
(800) 582-0542, TDD / Text Telephone



March 8, 2011

GREGORY NOTO  
130 RIPLEY ST  
SAN FRANCISCO, CA 94110

Loan Modification

Account: 1063268044

Property Address 130 RIPLEY ST  
SAN FRANCISCO, CA 94110

Dear Mortgagor(s):

We are writing to inform you that your Loan Modification Agreement has been received and accepted, with the following changes to your account effective April 1, 2011:

The interest rate has been adjusted to 2.375%.

The monthly principal and interest payment has changed to \$3,380.21.

The unpaid principal balance has changed to \$1,046,761.21.

Your account now reflects the terms of the new Agreement.

Please note that all new changes to your monthly payment under the Loan Modification Agreement may not include adjustments for a shortage in your escrow account due to increases in taxes and insurance. If your payment is subject to these charges, they will be addressed separately in the yearly escrow analysis.

Chase's goal is to provide the highest level of quality service. If you have any further questions, please contact our Customer Care Department at (800) 548-7912, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time and Saturday, from 8:00 a.m. to 5:00 p.m. Eastern Time.

Sincerely,

Customer Care Department

# Exhibit D

Recording requested by:  
Quality Loan Service Corp

When recorded mail to:  
Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101

THIS IS TO CERTIFY THAT THIS IS A FULL, TRUE AND  
CORRECT COPY OF THE ORIGINAL RECORDED  
IN THE OFFICE OF SAN FRANCISCO COUNTY

RECORDING FEE: \$26.00

RECORDED ON: March 13, 2012

AS DOCUMENT NO: 12-J372266

BY: s/ MEGAN BLYE

LSI TITLE COMPANY

TS #: CA-11-467386-RM  
Order #: 110427979-CA-CTI  
APN #: 33-5549-109-01  
Purported Street Address:  
130 RIPLEY ST  
SAN FRANCISCO, CA 94110

Space above this line for Recorder's use

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL**  
**UNDER DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$44,278.64 as of 3/9/2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and

Borrowers: GREGORY NOTO

Property address: 130 RIPLEY ST  
SAN FRANCISCO CA 94110

Loan Number: XXXXXX8044

### DECLARATION OF COMPLIANCE

*(California Civil Code Section 2923.5(b))*

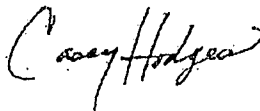
The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- ☐ The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- ☒ The mortgagee, beneficiary or authorized agent tried with due diligence but was unable to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- ☐ The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
  - ☐ The real property is not an owner-occupied single family residence.
  - ☐ The loan was not originated between January 1, 2003 and December 31, 2007.
  - ☐ The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
  - ☐ The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
  - ☐ The borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

I certify under penalty of perjury under the laws of the State of California that the above is true and correct.

JP Morgan Chase Bank, National Association

Date: 8/23/2011



City/State: Jacksonville, FL

Casey Hodges

3/19/2012

Borrower(s) name: GREGORY NOTO  
Address: 130 RIPLEY ST, SAN FRANCISCO, CA 94110

Dear GREGORY NOTO:

JPMorgan Chase Bank, National Association is committed to helping homeowners remain in their homes. This commitment involves numerous loan modification and home retention programs, as well as multiple Homeownership Centers throughout the United States. Call (866) 550-5705 or go to [www.chase.com/chf/mortgage/keeping-your-home](http://www.chase.com/chf/mortgage/keeping-your-home) to learn more about the options available.

If you do not have phone or internet access, please contact Quality Loan Service Corp. in writing and they will provide this information to you at no cost. Their contact information is as follows:

Quality Loan Service Corp.  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101  
Phone: (877) 886-9757

Sincerely,

JPMorgan Chase Bank, National Association

JPMorgan Chase Bank, National Association is attempting to collect a debt, and any information obtained will be used for that purpose.

JPMorgan Chase Bank, National Association may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, JPMorgan Chase Bank, National Association retains rights under its security agreement including the right to foreclose.



Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
(866) 645-7711

Date: 3/9/2012

T.S. Number: CA-11-467386-RM

### DEBT VALIDATION NOTICE

1. This Debt Validation Notice pertains to the debt/loan secured by the Deed of Trust dated 7/30/2007, executed by **GREGORY NOTO, AN UNMARRIED MAN AND SPRINZA KETZ, AN UNMARRIED WOMAN**, as Trustor, in favor of **JPMorgan Chase Bank, N.A.**, as beneficiary, which was recorded on 8/3/2007, as Instrument No. **2007-1431452-00** in Official Records in the Office of the Recorder of **SAN FRANCISCO** County, State of **CA**.

The debt/loan is currently owed to : **JPMorgan Chase Bank, National Association**, successor by merger to **Chase Home Finance LLC**

2. If you send us a request in writing at the above listed address within thirty (30) days from the date of your receipt of this notice we will provide you with the name and address of the original creditor/lender.
3. As of 3/9/2012 the total amount owed on this debt/loan is **\$1,075,950.90**. Please be advised that because of accruing interest, late charges, and other charges that may vary from day to day this amount will increase until the debt/loan has been fully paid. Therefore, please do not send us this sum without confirming with us what is currently owed. In order to determine what is owed to pay this debt/loan off in full please contact us at the address or phone number listed above.
4. You need not pay the entire amount listed in Paragraph 3 above to stop the pending foreclosure. As of 3/9/2012 the amount that would need to be paid to bring your loan current and to thereby stop the pending foreclosure is **\$44,278.64**. Please be advised that because of accruing interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Therefore, please do not send us this sum without confirming with us what is currently owed. In order to determine what is owed please contact us at the address or phone number listed above.
5. If you dispute this debt, or any portion of it, you must advise us in writing, at the address listed above, within thirty (30) days from date of your receipt of this notice. In that event, we will obtain and mail to you written verification of the debt. If no dispute to the debt, or any portion of it is not timely submitted we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION  
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

Exhibit E

Chase  
P.O. Box 183210  
Columbus, OH 43218-3210

9/16/2014



Notice of Assignment, Sale or  
Transfer of Servicing Rights



001177 - 1 of 3 NSP03MC5-Z1 V540387. 000000000000

GREGORY NOTO  
130 RIPLEY ST  
SAN FRANCISCO, CA 94110



Chase loan number: 1063268044

Dear Gregory Noto:

We're writing to let you know that the servicing of your mortgage loan will transfer from Chase to Caliber Home Loans, Inc (Caliber), effective 10/1/2014.

The servicing of your mortgage loan includes:

- Collecting and processing your payments.
- Sending account statements and annual tax forms.
- Notifying you of account-related issues and updates.

This transfer doesn't affect any of the terms of your loan, other than the terms directly related to the servicing of your loan.

Here's what this means to you

On or after 10/1/2014:

- Your account number will change. Caliber will send you a letter with your new account number.
- You'll send your mortgage payments to your new servicer.
- You'll contact your new servicer for any questions about your account.

(Over, please)



## Additional Information

**Monthly service fee on linked checking accounts**

If you linked your mortgage loan to a Chase checking account to help avoid a monthly service fee, your mortgage will no longer be linked after the transfer. However, as a courtesy, we'll continue to waive your monthly service fee on the linked account and let you know before there are any changes to this benefit in the future. Please contact your Personal Banker if you have any questions.

**Year-end tax statement**

You may receive two year-end tax statements; one from Chase and one from Caliber. The statement from Chase will show the mortgage interest and taxes paid for the period of time that we serviced your loan. The statement from Caliber will show the interest and taxes paid for the period of time that they serviced your loan. For tax purposes, add the amounts on both statements to get the total interest and taxes paid for the year.

**Bill-payment service or Military allotment**

If you make automatic payments through your bank or an online bill-payment service (such as Equity Accelerator Service®), chase.com, another bank's bill-payment service or Military allotment, you must let your provider know that Caliber is your new servicer as soon as you receive their transfer letter and give them the following information:

- The new loan number (which your new servicer will send you)
- The new servicer's full legal name (listed in this letter)
- The new servicer's payment mailing address (listed in this letter)

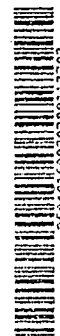
**Optional insurance products**

Optional insurance products, such as mortgage life, disability and accidental death insurance, will not transfer to the new servicer. Please contact your optional services provider to discuss your alternatives.

**Financial counseling**

If you've accepted an offer of financial counseling with the Homeownership Preservation Foundation, the transfer of your loan doesn't affect your ability to continue working with your current financial counselor.

If you haven't yet accepted an offer of financial counseling with the Homeownership Preservation Foundation by the effective date of the transfer, you should schedule an appointment with them by this date or the offer of financial counseling provided by Chase may expire.

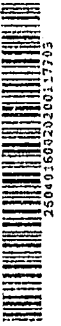


**Important Legal Information**

**Real Estate Settlement Procedures Act (RESPA)**

Under federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Federal law gives you certain consumer rights. If you send a notice of error, information request or qualified written request to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 business days of receipt of your request and provide the information requested, correct any errors or explain why no error occurred within 30 business days. If you want to send a notice of error, information request or qualified written request to Chase regarding the servicing of your loan, it must be sent to our exclusive address for Qualified Written Requests, Notices of Error and Information Requests at Chase, P.O. Box 183166, Columbus, Ohio 43218-3166.



**CALIBER**  
HOME LOANSRETURN SERVICE ONLY  
Please do not send mail to this address  
P.O. Box 619063  
Dallas, TX 75261-9063

September 15, 2014

6-759-55197-0001754-001-1-000-000-000-000

GREGORY NOTO  
130 RIPLEY ST  
SAN FRANCISCO CA 94110-5227

## NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

Under federal law, borrowers are required to be notified in writing whenever ownership of a mortgage loan secured by their principal dwelling is sold, transferred or assigned (collectively, "sold") to a new owner. This Notice is to inform you that the prior owner has sold your loan (described below) to LSF9 Master Participation Trust, the new owner on August 28, 2014. The assignment, sale or transfer of the mortgage loan does not affect any term or condition of the mortgage instruments or the servicing of your mortgage loan.

**NOTE:** While LSF9 Master Participation Trust now owns your loan, it is not the servicer of your loan. The servicer (identified below) acts on the new owner's behalf to handle the ongoing administration of your loan, including the collection of mortgage payments. Please continue to send your mortgage payments as directed by the servicer, and NOT to the new owner. Payments sent to the new owner and not to the servicer may result in late charges and your account becoming past due. Neither the new owner nor the servicer is responsible for late charges or other consequences of any misdirected payment. If the servicing of your mortgage loan is transferred, you will receive a separate notice as required by law.

Should you have any questions regarding your loan, please contact the servicer using the contact information below. The servicer is authorized to handle routine inquiries and requests regarding your loan and, if necessary, to inform us of your request and communicate to you any decision with respect to such request.

### LOAN INFORMATION

Date of Loan: September 01, 2007  
Account Number: 9803632901  
Original Amount of Loan: \$900,750.00  
Date Your Loan was Sold to the New Owner: August 28, 2014  
Address of Mortgaged Property: 130 RIPLEY ST, SAN FRANCISCO CA 94110

### SERVICER INFORMATION

Name: Caliber Home Loans, Inc.  
Payment Mailing Address: P.O. Box 650856, Dallas, TX 75265  
Correspondence Address: 13801 Wireless Way, Oklahoma City, OK 73134  
Telephone Number (Toll free): 1-800-401-6587  
Business Hours: 8:00 a.m. - 7:00 p.m., Central Time, Monday through Friday  
Website: [www.caliberhomeloans.com](http://www.caliberhomeloans.com)

### NEW OWNER INFORMATION

Name: LSF9 Master Participation Trust  
Mailing Address (not for payments): c/o Caliber Home Loans, Inc., as Servicer, 13801 Wireless Way, Oklahoma City, OK 73134  
Telephone Number (Toll free): 1-888-248-5075



**CALIBER**  
HOME LOANS

P.O. Box 24610  
Oklahoma City, OK 73124-0610



#### NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred, effective October 01, 2014. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Chase is now collecting your payments. Chase, will stop accepting payments received from you after September 30, 2014.

Caliber Home Loans, Inc. will collect your payments going forward. Your new servicer will start accepting payments received from you on October 01, 2014.

**Send all payments due on or after October 01, 2014 to Caliber Home Loans, Inc., at this address:  
P.O. Box 650856 Dallas, TX 75265-0856.**

If you have any questions for either your present servicer, Chase or your new servicer, Caliber Home Loans, about your mortgage loan or this transfer, please contact them using the information below:

**Current Servicer:**

Chase  
Customer Service  
1-800-848-9136  
3415 Vision Dr.  
Columbus, OH 43219

**New Servicer:**

Caliber Home Loans  
Customer Service  
1-800-570-6768  
P.O. Box 24610  
Oklahoma City, OK 73124

Important note about insurance: Premiums for mortgage life, accidental death, or disability insurance will not be transferred to Caliber Home Loans, Inc. and will be discontinued. Please contact the provider of the optional insurance or other membership product(s) directly regarding your continuation privileges, if applicable.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

You do not need to notify us if you decide not to opt out.

RETURN THIS FORM TO:

Caliber Home Loans, Inc.  
P.O. Box 24610  
Oklahoma City, OK 73124-0610



Information We May Share With Our Family of Affiliated Companies

We may do this in order to provide you with information about other products or services we offer that may interest you.

OPTION:

☐ Please do not share information about me with your Caliber Home Loans, Inc. affiliates\*, except as permitted by law.

Information We May Share With Other Third Parties

These companies may wish to provide you with information about other products or services that may interest you.

OPTION:

☐ Please do not share information about me with other companies, except as permitted by law.

PLEASE PRINT CLEARLY

Name: \_\_\_\_\_  
First Name MI Last Name

Street Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

NOTE: We must have your account number in order to process your opt out request.



Exhibit F

Recording requested by:  
Quality Loan Service Corp.

When recorded mail to:  
Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101

20159K00507000002  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2015-K005070-00  
Acct 2007-LSI Title Company (CA)  
Wednesday, JAN 14, 2015 11:19:04  
Ttl Pd \$21.00 Nbr-0005083076  
ofa/RE/1-2

TS No. CA-11-467386-RM  
Order No.: 110427979-CA-GTI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 7/30/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

**BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.**

Trustor(s): **GREGORY NOTO, AN UNMARRIED MAN AND SPRINZA KATZ, AN UNMARRIED WOMAN**

Recorded: **8/3/2007 as Instrument No. 2007-1431452-00** of Official Records in the office of the Recorder of **SAN FRANCISCO** County, California;

Date of Sale: **3/10/2015 at 9:00 AM**

Place of Sale: **At the Van Ness Avenue Entrance to City Hall, located at 400 Van Ness Avenue, San Francisco CA 94103**

Amount of unpaid balance and other charges: **\$1,224,360.56**

The purported property address is: **130 RIPLEY STREET, SAN FRANCISCO, CA 94110**

Assessor's Parcel No.: **33-5549-109-01** For informational purposes only APN #: **33-5549-109-01**

TS No.: CA-11-467386-RM

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 800-280-2832 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-11-467386-RM. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

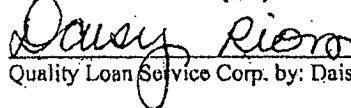
If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Date: 01/12/2015

Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711 For NON SALE information only  
Sale Line: 800-280-2832  
Or Login to: <http://www.qualityloan.com>  
Reinstatement Line: (866) 645-7711 Ext 5318



Quality Loan Service Corp. by: Daisy Rios, as Authorized Agent.

Trustee Sale Number: CA-11-467386-RM

出售通知  
關鍵信息摘要

本文中包含的有關 130 RIPLEY STREET, SAN FRANCISCO, CA 94110  
(所涉抵押貸款或產權契約違約的房產描述)

的出售通知發送給 GREGORY NOTO, SPRINZA KATZ 。  
(委托人姓名)

你的 Deed of Trust 於 7/30/2007 已經逾期違約。  
(產權契約或抵押貸款) (日期)

除非你採取行動保護你的房產，否則該房產將被公開出售。

如果你需要了解對你的訴訟程序的性質，應該聯系一名律師。

法拍書面通知的總金額是 \$1,224,360.56。

你的房產預計出售的時間 3/10/2015 9:00 AM  
(出售日期和時間)

出售地點 At the Van Ness Avenue Entrance to City Hall, located at 400 Van Ness  
Avenue, San Francisco CA 94103。  
(出售位置)

然而，根據加州民法第2924章g條款，本文中包含的法拍書面通知上顯示的出售日期可能會被抵押  
權人，受益人，受托人，或法院一次或多次推遲。該法規定，作為對不在法拍現場人士的一種寬  
限，有關受托人推遲出售的信息要提供給你和公眾。如果你了解你的房產出售日期是否已被推  
遲，以及（如適用）重新安排的法拍時間和日期，可致電 800-280-2832  
(關於受托人出售信息的電話號碼)

或訪問互聯網網址 <http://www.qualityloan.com>，用指定的檔案編號  
(互聯網網址提供的出售該房產的信息)

CA-11-467386-RM 查找。  
(案件檔案號)

關於推遲法拍的信息，持續時間會很短，或僅在預定法拍時間前不久發布，可能不會立即反映在  
電話信息或互聯網的網址上。最好驗證推遲信息的方法是，出席預定的拍賣。

如果你想獲得更多的本摘要副本，請撥打下列電話 619-645-7711。  
(電話號碼)

Trustee Sale Number: CA-11-467386-RM

매각 공고  
주요 정보 요약

첨부된 매각 공고는 GREGORY NOTO, SPRINZA KATZ 에게 발송되는 것이며, 이는  
(신탁 설정자 성명)

130 RIPLEY STREET, SAN FRANCISCO, CA 94110 에 관한 것입니다. (채무 불이행 저당권 또는  
신탁 증서를 보증하는 부동산에 대한 설명)

귀하는 7/30/2007 현재 날짜로 Deed of Trust 하에서  
(신탁 증서 또는 저당권)

채무 불이행 상태입니다. 귀하의 부동산을 보호하기 위해 조치를 취하지 않는 한, 귀하의 부동산은  
공매로 매각 처분될 수 있습니다. 귀하에게 취해지는 이러한 법적 절차에 대한 설명이 필요하신 경우  
변호사와 상담하십시오.

매각 공고에서 지불되어야 할 총액은 \$1,224,360.56 입니다.

귀하의 부동산은 3/10/2015 9:00 AM  
(매각 일자 및 시간)

에 At the Van Ness Avenue Entrance to City Hall, located at 400 Van Ness Avenue, San  
Francisco CA 94103 에서 매각되기로 일정이 잡혀 있습니다.

(매각 장소)

그러나 캘리포니아주 민법 2924g항에 준하여, 첨부된 매각 공고에 나타난 매각 일자는 저당권자,  
신탁수익자, 수탁자, 또는 법정에 의해 한 번 이상 연기될 수 있습니다. 법에 따라, 수탁자 매각 연기에  
관한 정보는 매각에 참석하지 않는 사람들에게 대한 호의로서 귀하 및 일반 대중에게 제공되어야 합니다.  
매각 일자가 연기되었는 지, 그리고 해당되는 경우 이 부동산의 연기된 매각 일자 및 시간에 대해 알기  
원하시는 경우, 800-280-2832로 전화하시거나 또는 웹사이트 주소

(수탁자 매각에 관한 정보 안내 전화번호)

<http://www.qualityloan.com> 를 방문해 본 사례 배정 파일 번

(본 부동산의 매각에 관한 정보 안내 인터넷 웹사이트)

Notice of Sale – Korean (Revised 3/28/13)

Exhibit G



**CALIBER**  
HOME LOANS

P.O. Box 24610  
Oklahoma City, OK 73124-0610

February 26, 2015

GREGORY NOTO  
130 RIPLEY ST  
SAN FRANCISCO CA 94110

Re:      Loan Number:            9803632901  
            Property Address:       130 RIPLEY ST  
   SAN FRANCISCO CA 94110

Dear GREGORY NOTO:

We have received your request for a Caliber Home Loans, Inc. loan modification review. Our records indicate that there are less than 15 days before the scheduled foreclosure sale of the above-referenced property. We are unable to complete the review of your account for a loan modification before the scheduled foreclosure sale.

Caliber is committed to helping you retain your home and avoid foreclosure. We want to make sure that you have all the information you need, and have therefore designated a Single Point of Contact at Caliber to assist you any time you have questions or need assistance with your payments, loss mitigation options, foreclosure questions, or have any other inquiries. Your Single Point of Contact will also be your contact any time you need to submit documents to Caliber. You can reach the SPOC Department at 800-401-6587, Monday through Thursday 8:00 a.m. – 9:00 p.m., Central Time, Friday 8:00 a.m. – 7:00 p.m., Central Time.

#### Homeowner's Hotline

Homeowners seeking counseling or advice can also call the 24-hour toll free HOPE NOW hotline, at 888-995-HOPE (888-995-4673). HOPE NOW is an alliance of HUD approved counseling agents, servicers, investors, and mortgage lenders that provide free foreclosure prevention assistance in English and Spanish.

Other resources can be found on the internet. Websites like [www.KnowYourOptions.com](http://www.KnowYourOptions.com), [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov), and [www.hud.gov](http://www.hud.gov) are agency or government sponsored websites available to you.

Sincerely,

SPOC DEPARTMENT  
Caliber Home Loans, Inc.

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy Court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

Exhibit H



D1 (Official Form 1) (04/03)

UNITED STATES BANKRUPTCY COURT		VOLUNTARY PETITION
15-30321		
Name of Debtor (if individual, enter Last, First, Middle): Nolo, Gregory		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): XXX-XX-3959		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 130 Ripley Street San Francisco, CA ZIP CODE 94110		Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: San Francisco		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE		Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE		
<b>Type of Debtor</b> (Form of Organization) (Check one box.)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input type="checkbox"/> Corporation (includes LLC and L.P.) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<b>Nature of Business</b> (Check one box.)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box.)  <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
<b>Chapter 15 Debtors</b> Country of debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:	<b>Tax-Exempt Entity</b> (Check box, if applicable)  <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	<b>Nature of Debts</b> (Check one box.)  <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
<b>Filing Fee</b> (Check one box.)  <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).  Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).  Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
<b>Statement/Administrative Information</b>  <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000		
<b>Estimated Assets</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
<b>Estimated Liabilities</b> <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

B1 (Official Form 1) 05/13

Page 2

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>NATO, GRIGORY</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)</b>			
Location Where Filed: <b>Northern District of California</b>	Case Number: <b>15-30274</b>	Date Filed: <b>03/06/2016</b>	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)</b>			
Name of Debtor: <b>-None-</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<b>Exhibit A</b> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that (he or she) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).  <input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s) (Date)	
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?  <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)  <input checked="" type="checkbox"/> Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.  If this is a joint petition:  <input type="checkbox"/> Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affairs, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding (in a federal or state court) in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who resides as a Tenant of Residential Property</b> (Check all applicable boxes.)  <input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="text-align: center;">             _____              (Name of landlord that obtained judgment)               _____              (Address of landlord)           </div> <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s) NUTO, GREGORY	
Signatures		Signatures	
<b>Signature(s) of Debtor(s) (Individual/Joint)</b>  I declare under penalty of perjury that the information provided in this petition is true and correct. (If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7) I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. (If no attorney represents me and no bankruptcy petition preparer signs the petition) I have obtained and read the notice required by 11 U.S.C. § 342(b).  I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.  X _____ Signature of Debtor  X _____ Signature of Joint Debtor (415) 505-6876 Telephone Number (if not represented by attorney) 06/28/2015 Date  _____ Signature of Attorney		<b>Signature of a Foreign Representative</b>  I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.  (Check only one box.)  <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.  <input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.  X _____ (Signature of Foreign Representative)  _____ (Printed Name of Foreign Representative)  _____ Date	
 X _____ Signature of Attorney for Debtor(s) _____ Printed Name of Attorney for Debtor(s) _____ Firm Name _____ Address _____ Telephone Number _____ Date  *In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.		<b>Signature of Non-Attorney Bankruptcy Petition Preparer</b>  I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.  _____ Printed Name and title, if any, of Bankruptcy Petition Preparer  _____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)  _____ Address  X _____ Signature  _____ Date  Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.  Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.  If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.  A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.	
<b>Signature of Debtor (Corporation/Partnership)</b>  I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.  The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.  X _____ Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date			

# Exhibit I



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411 Ivy Street • San Diego, CA 92101 • (866) 645-7711

March 09, 2015

GREGORY NOTO  
130 RIPLEY STREET  
SAN FRANCISCO, CA 94110

SPRINZA KATZ

RE: Notice of Postponement of Trustee's Sale  
Trustee's Sale No.: CA-11-467386-RM  
Property Address: 130 RIPLEY STREET, SAN FRANCISCO, CA 94110

You are hereby notified that the above-referenced Trustee's Sale has been postponed to 4/7/2015 at 9:00 AM at the place originally set forth in the Notice of Trustee's Sale.

It is important that you monitor all sale activity and attend the sale to protect your interest. The sale may be conducted without further notification.

You can obtain information about postponements of the Trustee's Sale listed above by calling 800-280-2832 or visiting <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-11-467386-RM and by accepting the terms and conditions for use of these resources. You should personally attend the sale to verify current status.

UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE WITHOUT FURTHER NOTICE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Quality Loan Service Corporation

Exhibit J



411 Ivy Street • San Diego, CA 92101 • (866) 645-7711

June 10, 2015

GREGORY NOTO  
130 RIPLEY STREET  
SAN FRANCISCO, CA 94110

SPRINZA KATZ

RE: Notice of Postponement of Trustee's Sale  
Trustee's Sale No.: CA-11-467386-RM  
Property Address: 130 RIPLEY STREET, SAN FRANCISCO, CA 94110

You are hereby notified that the above-referenced Trustee's Sale has been postponed to 6/30/2015 at 9:00 AM at the place originally set forth in the Notice of Trustee's Sale.

It is important that you monitor all sale activity and attend the sale to protect your interest. The sale may be conducted without further notification.

You can obtain information about postponements of the Trustee's Sale listed above by calling 800-280-2832 or visiting <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-11-467386-RM and by accepting the terms and conditions for use of these resources. You should personally attend the sale to verify current status.

**UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE WITHOUT FURTHER NOTICE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Quality Loan Service Corporation

Exhibit K

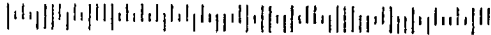




**CALIBER**  
HOME LOANS

RETURN SERVICE ONLY  
Please do not send mail to this address  
P.O. Box 619063  
Dallas, TX 75261-9063

4-759-63888-0000188-001-01-000-000-000-000



GREGORY NOTO  
130 RIPLEY ST  
SAN FRANCISCO CA 94110-5227

June 1, 2015

Re: Loan Number: 9803632901  
Property Address: 130 RIPLEY ST  
SAN FRANCISCO, CA 94110

Dear GREGORY NOTO:

Caliber Home Loans, Inc. has received your request for Loss Mitigation assistance. In order to complete our evaluation, we will need a complete package within 30 days of the date of this letter. Failure to submit all necessary information within the time afforded could result in potential denial of the loan modification or other loss mitigation alternatives, continuation of pending foreclosure action, or referral to foreclosure.

The following documents are required to be dated within 90 days of Caliber's receipt of the documents:

- o Letter of Explanation (Hardship Letter) signed by all borrowers.
- o Completed Borrower Monthly Expense Form.
- o Documentation to verify all income for each borrower (including alimony, child support, or rental income).
  - Borrowers who are salaried employees must provide a copy of one (1) month's recent pay stub. The stub must indicate the year-to-date income and pay period.
  - Self-Employed or commission borrowers (1099) must provide a copy of the most recently filed Federal tax return with all schedules and the most recent quarterly or year-to-date profit/loss statement. You must also provide a copy of three (3) months' recent and consecutive business bank statements, or personal bank statements if no business account exists. If organized as a corporation or partnership, you must provide the most recently filed corporate or partnership returns with all schedules.
  - Borrowers who have unemployment income must provide a copy of the weekly benefit amount and the remaining term or dollars. You must also provide a copy of three (3) months' recent and consecutive bank statements.
  - For each borrower who has income from social security, alimony, child support, pension, rental income, etc., you must provide a copy of your Award letter and a copy of three (3) months' recent and consecutive bank statements. If you receive rental income, you must provide a copy of the current lease or rental agreement.

DO NOT send original documents. Original documents cannot be returned and may be destroyed. Please indicate your loan number on each document.

You will receive a separate letter advising you of the missing documents needed, and the date that they must be received to evaluate for a loss mitigation option.

We expect to provide you with a decision regarding your eligibility within 30 days of our receipt of all requested documentation. In the next 30 days, you can expect:

- o A review of the documents you provide and a request(s) for any additional information/documentation Caliber may need.

- If your loan is currently subject to a court action, the proposed modified loan terms may be required to be approved by the court with authority to direct action of your account.
- Caliber will not initiate or continue with the foreclosure of the above-referenced property while conducting the loss mitigation review on your loan.

Caliber will contact you if you qualify for a loan modification so that we can explain the trial modification process, if applicable, and the terms of your modification.

Caliber will also contact you if you do not qualify for a loan modification. If you do not qualify, we will want to discuss other alternatives with you that may help you keep your home or ease your transition to another home.

Homeowners seeking counseling or advice can also call the 24-hour toll free HOPE NOW hotline at 888-995-HOPE (888-995-4673). HOPE NOW is an alliance of HUD-approved counseling agents, servicers, investors, and mortgage lenders that provide free foreclosure prevention assistance.

Other resources can be found on the internet. Websites like [www.KnowYourOptions.com](http://www.KnowYourOptions.com), [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov), and [www.hud.gov](http://www.hud.gov) are agency or government sponsored websites available to you.

If you have any questions, please call me at 800-401-6587 ext. 0. I am available between the hours of 8:00 a.m. to 9:00 p.m., Central Time, Monday through Thursday, and 8:00 a.m. to 7:00 p.m., Central Time, Friday.

Thank you,

SPOC DEPARTMENT  
SPOC Department

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

If your debt has been discharged in bankruptcy or you are subject to an automatic stay in a bankruptcy proceeding, Caliber Home Loans, Inc. acknowledges that you may not be liable for this debt and this communication is being sent for informational purposes only.

Exhibit L



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411 Ivy Street • San Diego, CA 92101 • (866) 645-7711

September 15, 2015

GREGORY NOTO  
130 RIPLEY STREET  
SAN FRANCISCO, CA 94110

SPRINZA KATZ

RE: Notice of Postponement of Trustee's Sale  
Trustee's Sale No.: CA-11-467386-RM  
Property Address: 130 RIPLEY STREET, SAN FRANCISCO, CA 94110

You are hereby notified that the above-referenced Trustee's Sale has been postponed to 10/27/2015 at 9:00 AM at the place originally set forth in the Notice of Trustee's Sale.

It is important that you monitor all sale activity and attend the sale to protect your interest. The sale may be conducted without further notification.

You can obtain information about postponements of the Trustee's Sale listed above by calling 800-280-2832 or visiting <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-11-467386-RM and by accepting the terms and conditions for use of these resources. You should personally attend the sale to verify current status.

UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE WITHOUT FURTHER NOTICE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED OR IS SUBJECT TO THE AUTOMATIC STAY IN A BANKRUPTCY CASE, THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT AS YOUR PERSONAL OBLIGATION.

Quality Loan Service Corporation

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: MAR-30-2016**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.10. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

## **Exhibit B**

**Superior Court of California, County of San Francisco**

Case Number: CGC 15 548620

Title: GREGORY NOTO VS. JP MORGAN CHASE BANK, N.A. ET AL

Cause of Action: QUIET TITLE - REAL PROPERTY

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**Register of Actions**

Date Range: First Date OCT-26-2015 Last Date OCT-26-2015 (Dates must be entered as MMM-DD-YYYY)

Descending Date Sequence

Date	Proceedings	Document	Fee
OCT-26-2015	NOTICE TO PLAINTIFF	<a href="#">View</a>	
OCT-26-2015	QUIET TITLE - REAL PROPERTY, COMPLAINT FILED BY PLAINTIFF NOTO, GREGORY AS TO DEFENDANT JP MORGAN CHASE BANK, N.A. CALIBER HOME LOANS DOES 1-100 INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR MAR-30-2016 PROOF OF SERVICE DUE ON DEC-28-2015 CASE MANAGEMENT STATEMENT DUE ON MAR-07-2016	<a href="#">View</a>	450.00